

MR01

Particulars of a charge

225165 / e91

IRIS Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebF  
Please go to www.comp

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT**  
You may not use this form to  
register a charge where  
instrument Use form MR

FRIDAY



A25 09/08/2013 #344  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

**1 Company details**

Company number 0 7 2 0 0 2 9 3

Company name in full ECCLESTON SQUARE HOTEL HOLDINGS LIMITED ("Company")

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 2 6 0 7 2 0 1 3

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name METRO BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

All rent under the lease of the Property (known as Eccleston Square Hotel, 36-37 Eccleston Square, London SW1V 1PB as the same is registered at HM Land Registry with Title Numbers NGL748160, NGL61363 and NGL328805 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it) dated 26 July 2013 made between the Eccleston Square Hotel Holdings Limited (1) and Eccleston Square Hotel Limited (2) for a term of 10 years from the date of completion of the lease

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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**Trustee statement** ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X

*Philippus ZEP*

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Paul Lawrence

Company name Pitmans LLP

Address 47 Castle Street

Post town Reading

County/Region Berkshire

Postcode R G 1 7 S R

Country

DX DX 146420 Reading 21

Telephone 0118 958 0224



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7200293

Charge code: 0720 0293 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2013 and created by ECCLESTON SQUARE HOTEL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2013.

Given at Companies House, Cardiff on 13th August 2013



Date

26 July

2013

1,

ECCLESTON SQUARE HOTEL HOLDINGS LIMITED

(2)

METRO BANK PLC

Pitmans LLP  
The Anchorage  
34 Bridge St  
Reading  
Berkshire  
RG1 2LU

### Assignment of Rent

We hereby certify this to be a true  
and accurate copy of the original

*Pitmans LLP*  
Pitmans LLP

THIS DEED is dated 26 July 2013

**BETWEEN**

- (1) **ECCLESTON SQUARE HOTEL HOLDINGS LIMITED**, a company incorporated and registered in England and Wales (registered number 07200293) whose registered office is at 1 Lumley Street, Mayfair, London, W1K 6TT (the **Borrower**), and
- (2) **METRO BANK PLC** whose registered office is at One Southampton Row, London, WC1B 5HA (registered number 6419578) (the **Lender**)

**Recitals**

The Borrower wishes to assign to the Lender all the interest of the Borrower in the Rental Income of the Property

**1 DEFINITIONS AND INTERPRETATION**

**1.1** In this Deed unless the context otherwise requires

**Enforcement Event** means (i) an Event of Default or (ii) where the Borrower fails to pay any of the Secured Liabilities following a demand for payment by the Lender,

**Event of Default** has the meaning ascribed to that term in the Loan Agreement,

**Facility Letter** means the facility letter dated 19th July 2013 from the Lender to the Borrower as varied, supplemented or substituted from time to time,

**Interest Payment Date** has the meaning given in the Facility Letter,

**Loan Agreement** means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities including without limitation the Facility Letter as amended or supplemented from time to time,

**Loan Period** means the period starting on the date of the Facility Letter and ending on the date on which the Loan is repaid in full,

**Property** means the property described in Schedule 1

**Rental Agreement** means the lease entered into by the Borrower in respect of the Property from time to time, including the lease specified in Schedule 2 of this Deed as in force on the date of this Deed,

**Rental Income** means all amounts payable by tenants by way of rent under the Rental Agreement but excluding any amounts specifically required to be paid to the Borrower in respect of the cost of insuring the Property,

**Secured Interests** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect, and

**Secured Liabilities** means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by any Borrower, whether actually or contingently, solely or jointly and whether as principal or surety, and whether or not the Lender shall have been an original party to the relevant transaction, including without limitation, interest, discount, commission and all other charges or expenses which the Lender may charge or incur in respect of any of those matters, and so that interest shall be computed and compounded according to the Lender's usual rates and practice as well after as before any demand made or decree or judgment obtained under this Deed,

1 2 In this Deed, unless the context otherwise requires

1 2 1 any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause of, or schedules or party to, this Deed,

1 2 2 all references to a statute shall be construed as including references to

(a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force,

(b) all statutory instruments or orders made pursuant to that statute, or

(c) any statutory provisions of which it is a consolidation, re-enactment or modification,

1 2 3 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms,

1 2 4 any reference to this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time,

1 2 5 a reference to the singular includes the plural and vice versa, and

1 2 6 any reference to any person shall be construed as a reference to that person's successors and assign .

1 3 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed

1 4 If there shall be more than one person named as the Chargor in this Deed, then the liabilities and obligations of such persons under this Deed shall be joint and several and references to the Chargor in this Deed shall be construed as references to all of such persons or to each, or any of them as the context admits

1 5 Defined terms used herein shall, unless otherwise defined in this Deed, have the meaning set out in the Loan Agreement

1 6 If the Bank considers that an amount paid in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this charge

1 7 If there is any conflict between the terms of this Deed and the terms of the Facility Letter then the terms of the Facility Letter shall prevail

## 2 ASSIGNMENT

2 1 The Borrower covenants to pay to the Lender and discharge on demand the Secured Liabilities when they become due and as a continuing security for such discharge and with

full title guarantee the Borrower assigns and covenants to assign to the Lender absolutely by way of security all its claims, rights, remedies, interest and benefit in and to the Rental Income

- 2.2 The Lender shall be entitled to use any Rental Income received by it in such manner as it shall in its absolute discretion determine on or at any time after an Enforcement Event in or towards discharge of the Secured Liabilities and shall not be under any obligation to consult or inform the Borrower as to how said Rental Income is used
- 2.3 As soon as practicable and in any event within 21 days following the date of this Deed, the Borrower shall give written notice of the assignment to each of the parties to the Rental Agreement in the form set out in Schedule 3 and shall send a copy of each of the notices to the Lender
- 2.4 The Borrower shall procure that each tenant of the Property pays the Rental Income, on demand, direct to the account with account number 12595654, sort code 23-05-80 held with the Lender at One Southampton Row, London WC1B 5HA branch of the Lender, as that account may be renumbered or redesignated from time to time (the **Rent Account**)
- 2.5 In the event that any Rental Income is paid to the Borrower, the Borrower shall, pending payment in to the Rent Account, hold such amount on trust for the Lender and shall promptly pay such amount to the Rent Account
- 2.6 All Rental Income received under the Rental Agreement and payable to the Lender hereunder shall be paid without any set-off, counterclaim, withholding or deduction whatsoever unless required by law, in which event the Borrower will pay to the Lender such additional amount as will result in the receipt and retention by the Lender of the full amount which would otherwise have been receivable and will supply the Lender promptly with evidence that the Borrower has accounted to the relevant authority for the sum withheld or deducted

### **3 REPRESENTATIONS AND WARRANTIES**

- 3.1 The Borrower makes the representations and warranties set out in this clause 3 to the Lender on the date of this Deed and on each Interest Payment Date
- 3.2 The Borrower warrants, represents and undertakes to the Lender that
- 3.2.1 There is no prohibition on the Borrower assigning its rights in the Rental Income and the entry into this Agreement by the Borrower and will not constitute a breach of any agreement, document or instrument binding on the Borrower,
- 3.2.2 The Borrower is the legal and beneficial owner of the Rental Income and has good title to the Rental Income,
- 3.2.3 The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of any of the Rental Income or any interest in it,

- 3 2 4 There are no covenants, agreements, reservations, conditions, interests, rights or other matter whatsoever, which materially adversely affect the assignment of the Rental Income,
- 3 2 5 Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Rental Income,
- 3 2 6 There is no breach of any law or regulation which materially adversely affects the Rental Agreement or Rental Income,
- 3 2 7 There are no breaches or ongoing defaults under the Rental Agreement,
- 3 2 8 There are no current disputes or complaints in relation to the Rental Agreement or the Rental Income,
- 3 2 9 As at the date of this Deed, there are no arrears under the Rental Agreement and at any time during the Loan Period, no non-payment or arrears of Rental Income has occurred in respect of the Rental Agreement and the tenant has no right of set off against any Rental Income, and
- 3 2 10 There are no provisions in the Rental Agreement under which the Borrower might be required to reduce or waive Rental Income

3 3 The Borrower shall promptly on becoming aware of any of the same give to the Lender notice in writing of any breach of any representation or warranty set out in this clause 3

#### **4 COVENANTS**

4 1 The Borrower covenants with the Lender in the terms set out in this clause 4,

- 4 1 1 The Borrower shall not, without the prior written consent of the Lender,
  - (a) waive or vary any payment of Rental Income under the Rental Agreement, or
  - (b) amend, vary, terminate or permit termination or surrender of the Rental Agreement or the amounts payable thereunder,
- 4 1 2 The Borrower waives any present or future right of set off it may have in respect of the Rental Income,
- 4 1 3 The Borrower shall use its best endeavours to enforce the terms of the Rental Agreement including the payment of Rental Income, and
- 4 1 4 The Borrower shall at all times comply with its obligations under the Rental Agreement For the avoidance of doubt, the Borrower shall remain liable to perform all the obligations assumed by it under the Rental Agreement and the Lender shall be under no obligation of any kind whatsoever under the Rental Agreement or be under any liability whatsoever in the event of any failure by the Borrower to perform its obligations under the Rental Agreement

- 4 2 The Borrower shall promptly on becoming aware of any of the same give to the Lender notice in writing of any breach of any covenant set out in this clause 4

**5 RELEASE**

At any time after the expiry of the Loan Period, the Lender shall, at the request and cost of the Borrower, execute and do all such deeds, acts and things as may be necessary to release or re-assign the Rental Income (or any part thereof) as may remain subject to the charges and assignments created by or pursuant to this Deed

**6 RESTRICTIONS ON DEALING**

The Borrower shall not without the prior written consent of the Lender

6 1 1 create or permit to subsist any Security Interest over the Rental Income or any interest therein other than in favour of the Lender or as permitted under the Facility Letter,

6 1 2 whether in a single transaction or in a number of transactions (related or not), sell, assign, transfer, lease, lend, otherwise dispose of or grant any option over all or any part of the Rental Agreement or any interest therein

**7 NOTICES**

All notices which are required to be given hereunder shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address of the Lender set out in this agreement or such other address as the Lender may designate by notice given in accordance with the provisions of this clause 7 Such notices shall be deemed to have been received at the time of actual delivery

**8 WAIVER**

No failure by the Lender to exercise, or delay by the Lender in exercising, any right or remedy under or in respect of this Agreement shall operate as a waiver of it, nor shall any single partial or defective exercise by the Lender of any such or remedy preclude any other or further exercise of that or any other right or remedy

**9 COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

**10 MISCELLANEOUS**

- 10 1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

10 2 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

**11 ENTIRE AGREEMENT**

11 1 This Agreement

11 1 1 constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement, and

11 1 2 (in relation to such subject matter) supersedes all prior discussion, understandings and agreements between the parties and their agents and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent)

**12 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

**13 LAW**

13 1 English law governs this Deed

13 2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Deed

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## **Schedule 1**

### **The Property**

The property known as Eccleston Square Hotel, 36-37 Eccleston Square, London SW1V 1PB as the same is registered at HM Land Registry with Title Numbers NGL748160, NGL61363 and NGL328805 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it

## **Schedule 2**

### **Rental Agreement**

The lease of the Property dated 26 July 2013 made between the Borrower (1) and Eccleston Square Hotel Limited (2) for a term of 10 years from the date of completion of the lease

### Schedule 3

#### Notice of Assignment

To [Insert name and address of tenant]

Date [ ] 201[ ]

Dear Sirs,

We give you notice that we have assigned and charged (the "**Assignment**") to Metro Bank plc in its capacity as Lender all of our right, title and interest in and to all rental income under the rental agreement between us dated • (including any renewal, variation or amendment of the agreement) (the **Rental Agreement**)

With effect from the date of your receipt of this notice, all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves in relation to the rental income arising under the Rental Agreement belong to the Lender. We irrevocably instruct and authorise you to

- Comply with the terms of any written instructions received by you from the Lender relating to the Rental Agreement, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions
- Hold all sums from time to time due and payable by you to us under the Rental Agreement to the order of the Lender
- Pay, or release, all monies to which we are entitled under the Rental Agreement to the Lender, or to such persons as the Lender may direct
- Disclose information in relation to the Rental Agreement to the Lender on request by the Lender

Neither the Assignment nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Rental Agreement

Subject to the foregoing, you may continue to deal with us in relation to the Rental Agreement until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Rental Agreement and you must deal only with the Lender

Please note that we have agreed that we will not amend or waive any provision of or terminate the Rental Agreement without the prior written consent of the Lender

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including contractual disputes or claims), shall be governed by and construed in accordance with the law of England

Please accept this notice by signing the enclosed acknowledgement and returning it to the Lender at Metro Bank plc, One Southampton Row, London, WC1B 5HA marked for the attention of Ms Katherine Thorogood

Yours faithfully

for and on behalf of  
[insert name of Borrower]

### **Acknowledgment**

To Metro Bank plc  
One Southampton Row,  
London,  
WC1B 5HA

FAO Muhammad Hasan Masud

At the request of Metro Bank plc and [Insert name of Borrower] we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Rental Agreement (as described in those terms) We confirm that -

- (1) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Rental Agreement and we will not, without the Lender's consent (a) exercise any right of set-off, counterclaim, withholding or deduction which we may have in respect of the Rental Agreement or (b) amend or vary any rights attaching to the Rental Agreement,
- (2) the Lender will not in any circumstances have any liability in relation to the Rental Agreement as a result of the assignment, and
- (3) we will act only in accordance with the instructions given by persons authorised by the Lender

**For and on behalf of [Insert name of Tenant]**

By [ ]

Date [ ]

IN WITNESS whereof this Deed has been duly executed the day and year first before written

Signed as a Deed by **ECCLESTON SQUARE HOTEL HOLDINGS LIMITED** acting by a director in the presence of

  
\_\_\_\_\_  
Director

Witness signature

Name  
(in block capitals)

Address



J. FRY

16 Great Queen St.  
London WC2B 5DQ

Signed for and on behalf of **METRO BANK PLC** acting  
by its duly authorised signatory

